

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, STATE CAPITOL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**STATEMENT OF INTEREST**Solicitation Number: **NO5535**Due Date: **12/21/04 at 3:00 P.M.**

Date Sent: November 8, 2004

**Agency Contract**

Goods and services to be  
purchased:

**AGENCY CONTRACT-STATEMENT OF INTEREST FOR TMDL QUALITY STUDY OF THE BEAR RIVER  
FROM SAGE CREEK JUNCTION UP STREAM INCLUDING SALERATUS CREEK**

**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**STATEMENT OF  
INTEREST**

**Solicitation Number: NO5535**

**Due Date: 12/21/04**

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**Vendor Name:**

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**AGENCY CONTRACT-STATEMENT OF INTEREST FOR TMDL QUALITY STUDY OF THE BEAR RIVER FROM SAGE CREEK JUNCTION  
UPSTREAM INCLUDING SALERATUS CREEK, PER THE ATTACHED SPECIFICATIONS.**

**QUESTIONS ON SPECIFICATIONS CALL MIKE ALLRED AT (801) 538-6316.**

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL NANCY ORTON AT (801) 538-3148.

RX: 480 57000000007

COMMODITY CODE(S): 91843, 92517, 92535, AND 92597

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

**1. PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

**2. SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

**6. SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

**7. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written

approval of the Director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**11. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**12. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

(Revision 14 Mar 2003 - RFP Instructions)

**Request for Statement of Interest (SOI)  
for a TMDL Water Quality Study  
of the  
Bear River from Sage Creek Junction upstream including Saleratus Creek**

**Purpose and Intent**

The Utah Division of Water Quality is requesting proposals from engineering and environmental consulting firms to complete a water quality study that addresses water quality impairments and establish acceptable Total Maximum Daily Loads (TMDL's) for submission to EPA by the Division. This will include detailed recommendations to remedy all water quality impairments as well as preparation of project implementation plans (PIP's) containing solutions and best management practices (BMP's) for pollution sources in the watersheds that flow into the Bear River. In addition a Use Attainability Analysis will need to be developed in conjunction with a restoration plan for Saleratus Creek from the confluence with the Bear River to the headwaters. The Division of Water Quality will evaluate and rank each Statement of Interest (SOI) based on the evaluation criteria outlined in this request and will negotiate a contract with the firm who submits the highest-ranking SOI.

**Background Information**

The upper Bear River is located in northern Utah, Rich County (HUC 16010101). The beneficial uses identified for the upper Bear River are: 2B (secondary contact recreation), 3A (coldwater fishery), and 4 (agriculture). The Bear River is listed on the 2002 303d list for waters requiring the development of Total Maximum Daily Loads (TMDL's). The cause of impairment is identified as low dissolved oxygen.

The pollutant loads produced by point and non-point sources will need to be developed for the TMDL. Applicants are encouraged to utilize their knowledge of the contributing watersheds and existing data to assist the Division in determining specific sources and contributing areas of pollution for improvement of water quality in the basin. This will include not only an evaluation of current conditions, but also a projection of future conditions in the watershed. Legitimate linkage will need to be established to specific parameters contributing to low dissolved oxygen concentration in the Bear River.

**Work Elements and Deliverables**

- 1. Evaluate Existing Information** – Various investigators have developed a large body of data, information and reports addressing water-related issues in the Bear River Basin over the years. The objective of this task is to compile, review, evaluate and summarize this information in the context of meeting the deliverables of this SOI and completion of an Upper Bear River TMDL.

Information to be compiled and evaluated should include: water budget (outflows/inflows, lake levels), water quality data (chemical and physical), biological data (fisheries, phytoplankton, macrophytes, macroinvertebrates), ground water, storm water and GIS data. Some of the

sources of applicable data to be investigated include: US Fish and Wildlife Service, US Geological Survey, Utah Department of Environmental Quality, Utah Department of Natural Resources, US Bureau of Land Management, US Forest Service, US Bureau of Reclamation, Universities (BYU, U of U, USU, UVSC), municipalities, county and private water companies. Other sources may be available and a complete investigation of data sources will need to be conducted.

### **Deliverables**

- a) A listing of available data, information and reports
- b) Written summary of applicable reports, data and other information.
- c) For all raw data obtained and analyzed to meet the objectives of this study, provide tables showing actual raw data, where data was obtained, and dates of data collection. Data will be provided to DWQ both in printed and electronic format.
- d) Statistical assessment of raw data such as number of samples, means, median, and variance included for each monitoring station and for the overall data set. This must include a seasonal analysis to identify seasonal variations.
- e) Recommendations for any supplemental data collection or monitoring that is needed to complete the remaining work elements. Recommendations for any supplemental data collection or monitoring that is needed to complete a TMDL.

2. **Pollutant Loading & Source Identification** - Identify and characterize seasonal and annual loadings for parameters of concern from all significant upper Bear River inflows and sources (e.g., tributaries, point sources, agricultural sources, urban runoff, groundwater). Quantify where loading data is available or provide a logical estimation where data is limited or not available. All point sources should be identified separately from tributary inflows. Storm water flows should be characterized and evaluated with input from the Division to determine if they may be identified separately from tributary inflows. All permitted or potentially permitted facilities will need to have WLA's determined, therefore, appropriate data essential to determine WLA's will need to be obtained and verified by DWQ for use in obtaining accurate and acceptable WLA's.

### **Deliverables**

- a) A water budget for the basin. In establishing basin hydrology, a review of any hydrologic modeling developed by the Division of Water Resources or the State Engineers office should be included.
- b) A written description and characterization of all significant pollutant loads, including tributaries, point sources, agricultural sources, storm water, and groundwater. Sources may be categorized (e.g. agricultural, urban runoff, et.al.) but review and approval of categorization will need to be obtained from DWQ staff. When categories are used sufficient resolution of specific contributions will need to be verified in the field to support the data obtained (e.g. animal feeding operations or riparian site conditions). Identify the sources of information used along with results obtained in completing data compilation and analysis for each significant source. Determination of 7Q10 will need to be established for calculation of WLA's.

- c) Written listing of sources/source areas, locations, and ownership with as much specificity as possible to describe the associated point and non-point source pollution. This may include identification of all significant animal-feeding areas that are sources of nutrients, unstable or degraded streambanks, stormwater discharge points, point sources, or other identifiable sources.
  - d) GIS map coverage showing sites identified in the above list of source and source areas.
  - e) Tabulated results of loading calculations for each significant inflow/source and each point source in the watershed.
  - f) Methodology for calculation of pollution loads from point and non-point sources.
  - g) Written description of the data sources, methods, and calculations used to compile inflow and point source loadings.
  - h) Electronic and hard copies of all data, calculations, and results utilized for loading estimates.
  - i) Description of publications and methods used as a basis to estimate loading where insufficient data exists.
  - j) GIS map coverage identifying basin hydrology including streams, major land uses, lined and unlined canals, flood irrigated land, sprinkler irrigated land, soils prone to flooding and erosion, and oil and gas development., and with enough standard features to allow the user to orient on the map. Map coverages should identify monitoring locations, point source discharge points, major stormwater outfalls, and identify each point where loading calculations apply.
  - k) Recommendations for field surveys to collect supplemental source characterization information and a description of the approach, methodology and commitment of time to acquire additional information.
3. **Beneficial Use Impairment Assessment** – Evaluate available data, reports and other information to determine the extent of impairment to the Bear River designated beneficial uses.

#### Phosphorous

The Bear River's cold-water fishery (3A) beneficial use is listed on the 2002-303(d) list as impaired by dissolved oxygen. Phosphorous is an indicator value in Utah's Water Quality Standards. High phosphorous levels are often associated with high biological productivity, large algal blooms, shifts to blue-green algal dominance, low dissolved oxygen levels and their associated impacts to the aquatic ecosystem. The 303(d) listing was accomplished by applying a standard methodology to the existing water quality data set. Unique factors present in the basin may skew the results of these standard assessment practices.

The goal of this task is to validate the assessment of the Bear River water quality and to verify the 303(d) listing, and establish a linkage between nutrient levels, or other parameters resulting in low dissolved oxygen, and impairment to the cold-water fishery.

The beneficial use impairment assessment should include consideration of the following factors: water quality data (with emphasis on nutrients, dissolved oxygen, temperature, pH, TSS),

limiting nutrient analysis, chlorophyll-*a*, phytoplankton, macrophytes, macroinvertebrates, and fisheries.

It is expected that recommendations for setting TMDL endpoints or criteria be developed and supported with justifications sufficient for validation.

#### **Deliverables**

- a) Written report discussing the approach and methodology used to assess the impairment of beneficial uses in the Upper Bear River Basin.
- b) Written description of the data sources, methods, and calculations used in the assessment.
- c) Written findings, conclusions and recommendations which clearly state the nature and extent of any impairment of beneficial use classifications.
- d) Recommended TMDL endpoints or criteria essential to provide protection of defined beneficial uses with supporting justifications.
- e) Copies of any raw data that were analyzed and used in the assessment.

4. **Future Concerns** - Identify probable future sources of pollution as a function of land use changes such as development, mining, etc. Project any additional loading that would be associated with these additional sources and propose measures to avoid or minimize these loads.

#### **Deliverables**

- a) GIS map coverage showing projected land use changes or projected changes associated with sites of point and non-point source pollution.
- b) Calculation of future pollution loading potential with written description of basis, methods, calculations, and tabular estimates of loading anticipated.
- c) Written recommendations for measures (BMPs, BATs, zoning ordinances, etc) to avoid or minimize the anticipated additional point and non-point source pollution loads identified in this element.

5. **BMP's, BAT and PIP** - Identify Best Management Practices (BMPs) or Best Available Technology (BAT) that will eliminate or minimize current loadings from point and non-point sources identified in Element 2. An investigation of the feasibility (cost/technology) for recommendation associated with point source facility change. Prepare a Project Implementation Plan (PIP) suitable for use in securing EPA 319 or other applicable project funding and to direct implementation of BMP or BAT control measures. Develop a prioritization schedule for project implementation based upon potential source reductions, feasibility of implementation, cost, effectiveness, etc.

#### **Deliverables**

- a) Written prescription of recommended BMPs or BATs on a sub-watershed or



waterbody basis to achieve water quality goals identified in this scope of work.

- b) Estimated costs for installation, operation, and maintenance of each BMP or BAT recommended, presented in tabular form. Determine the feasibility of each BMP or BAT (cost/technology).
- c) Project Implementation Plan (PIP) with detailed written description of how each BMP or BAT considered should be implemented and the assessment of its applicability. Describe the effectiveness towards the reduction of current or future pollutant loading. The written description shall include a complete reference for the information and any articles that describe the effectiveness of the BMP or BAT. The PIP shall have sufficient detail, such as BMP costs, effectiveness of BMP, and pollutant loading reduction levels, for the anticipated funding source to implement the proposed BMPs or BATs identified as needed (see appendix B). The PIP shall be a stand-alone chapter or appendix with all essential elements.

6. **Load Allocation** - Quantify potential reductions in loading, from each source identified in work element No. 2, which should be achieved upon implementation of BMP's or BAT's listed.

**Deliverables**

- a) Written description of methods, calculations, and basis used to calculate expected load reductions from implementation of the BMPs or BATs identified in the PIP.
- b) Tabular output of expected load reductions calculated for each BMP or BAT recommended for each significant source and for the entire watershed area.

7. **TMDL** - Using point and non-point source pollution information and under the Division's guidance and in conjunction with local watershed steering committees, prepare a draft TMDL Technical Report that conforms to EPA requirements. Make recommendations to the Division for establishment of endpoints or targets that will achieve water quality compliance and restore beneficial uses to the watershed based on existing criteria or recommended site specific criteria. The Utah Division of Water Quality will select the appropriate criteria. This work will be supported by a complete technical analysis to include: modeling (as needed); assessment necessary to support recommendations for selection of endpoints; pollution load reductions; and allocation of loads to the various sources in the watershed. The technical analysis must include a linkage analysis to demonstrate the relationship between impairments, sources, water quality endpoints and proposed load reduction (e.g. if dissolved oxygen level increases are projected with reduction of nutrients, supportive evidence will need to be supplied to justify the linkage involved). If modeling is used, a complete description of the model, any software used, inputs, assumptions and outputs must be provided in the draft and final reports.

**Deliverables**

- a) The TMDL analysis will be a stand-alone report with all the essential elements required by EPA for approval of a TMDL. The attached format (appendix A) is an outline for the report, and the TMDL format should be similar to this established format.

- 8. Public Involvement** - Assist the DWQ watershed coordinator in presenting information, findings, analysis, and recommendations from the contract work to local watershed steering committees, technical advisory committees, workgroups, and Division managers throughout the duration and at the end of the project as needed or warranted.

**Deliverables**

- a) The contractor shall attend the regular meetings of the Watershed Steering Committee during the contract period to provide updates and briefings from the contract work as requested by the Division. The minimum number of presentations shall be three (3) and the maximum shall be five (5).
- b) The contractor shall attend at least two (2) public outreach meetings associated with the TMDL developed for the Bear River. Participation in public outreach meetings may involve preparing materials and making a presentation to explain the contract work and results.

**Report Outputs**

**Draft Report**

The contractor shall provide a written draft report that addresses the task descriptions and includes the deliverables identified for each work element. The report will also include a spreadsheet in Excel format (or other agreed format) with all of the raw data utilized for this report. The contractor shall provide twenty-five (25) written copies and ten (10) electronic copies (CD) of the draft report for review to the Division by **December 1, 2005**.

**Final Report**

Upon Division approval of the revisions to the draft report, the contractor shall provide a master copy of the final report in both electronic format (CD) and hard copy suitable for monochrome duplication along with thirty (30) written copies and ten (10) electronic copies (CD) of the final report incorporating all elements of the draft report with suggested changes and modifications provided from the Division's review of the draft. Any changes needed to GIS or electronic information identified in the Division's review of the Draft Report shall be modified to meet the comments from the Division and provided in the Final Report. The final report and all associated materials required to complete the work elements described herein shall be provided to the Division by **February 1, 2006**.

All information, reports, maps, tables, data, and supporting documents shall become property of the Division upon delivery.

**Cost Reimbursements**

1. The contractor shall submit monthly billing statements to the Division for payment of actual costs incurred for work required in this contract.
2. The Division may authorize payment of the billed amount up to a maximum of 70% of the total contract amount prior to submission of the draft report.
3. Upon the contractor's fulfillment of the draft report requirements, the Division may authorize payment of up to 85% of the contract.

4. Upon the contractor's satisfactory fulfillment of the final report requirements, the Division may authorize payment of any remaining balance (15%) up to the total contract amount.

### **Monthly Status reports**

The contractor shall submit written monthly status reports with the monthly billing that describes the work completed in the preceding month. The report will identify the progress made to date on each of the work elements and the draft and final reports.

### **Proposal content**

Each proposal shall not exceed 40 typed pages (11 pt minimum) and contain at a minimum, the following elements:

1. Identification of the contractor and qualifications
  - Name of firm
  - Office location (s)
  - Description of firm's general background and capabilities
2. Experience information
  - Description of the specific lake and reservoir TMDL projects, lake assessments, point and non-point source pollution projects, and closely related water quality projects that the contractor has worked on. This element shall include a contact person and phone number for each project that can verify work completed. An explanation of how each project relates to the proposed work and the environmental issues specific to the geographic study area described under this SOI should also be included.
3. Description of the proposed project team
  - This element shall include a detailed description of staff that will work on specific elements of the project, including their academic and professional credentials. Any sub-contractors that will be utilized must also be identified along with their credentials.
4. Description of approach and methodology
  - This element shall describe the proposed approach and methodology to be used to fulfill the work elements identified in this SOI. A description of how each work element will be accomplished should be provided.
5. Time Commitment
  - This section shall itemize the number of hours proposed for each project member on each work element including the total hours committed to each work element.

**Please DO NOT include cost estimates or information as a part of the SOI proposal.**

### **Key dates**

Proposal Due Date and Time: **December 21, 2004 - 3:00 p.m.**

Notification of Contract Award: **January 10, 2005**

Project start date: **February 10, 2005**

Project completion date: **February 28, 2006**

**Administration Information**

Proposal Due Date, Time and Location

Four (4) copies of your written proposal must be received by **December 21, 2004 - 3:00 p.m.** at:

State of Utah  
Division of Purchasing and General Services  
3150 State Office Building, Capitol Hill  
PO Box 1410161  
Salt Lake City UT 84114-1061

**Late proposals will not be considered.**

**Contract Term**

The contract start date will be within 30 days of contract award, through **February 28, 2006**

**Questions**

For technical content-related questions on the Upper Bear River TMDL study you may contact Michael Allred, Utah Division of Water Quality, (801) 538-6316, FAX (801) 538-6016, email [mdallred@utah.gov](mailto:mdallred@utah.gov).

For procurement questions you may contact Nancy Orton, Division of Purchasing and General Services, (801) 538-3148.

## **Proposal Evaluation Criteria**

### **Contract Terms: (qualifying/disqualifying)**

Firm is able to meet the terms and requirements of the contract.

1. Quality and suitability of written SOI package: (6%) (25 points possible)
  - a. Package is clear, concise, and responsive. (Weight = 5)
2. Scientific and Technical Content: ( 33%) (140 points possible)
  - a. Package shows an understanding of the goals of the Division of Water Quality. (weight = 6)
  - b. Package shows a sound overall understanding of the scope of work. Shows a working familiarity with the TMDL process, beneficial use impairment assessment, and the regulatory requirements needed to gain EPA and local stakeholder buy in and approval. (weight = 7)
  - c. Package shows an understanding of the watershed to be studied and the issues to be addressed by the study including point & non-point sources of pollution, storm-water sources & programs, along with current and likely future flow regimes of the Bear River. (weight = 8)
  - d. Hours allocated for each work element reflect realistic understanding of the work elements, and needed staff time to adequately complete each work element. (weight = 7)
3. Specific Staff Experience: (33%) (140 points possible)
  - a. Academic qualifications of “directly involved staff” ( i.e. staff that will actually be working on the project in more than just an “oversight” capacity) to complete TMDL water quality studies. (weight = 6)
  - b. Suitability and technical backgrounds of “directly involved staff” for this study. (weight = 7)
  - c. Experience and expertise of “directly involved staff” in development of TMDL’s that are topically and regionally similar to the TMDL(s) required in this study. (weight = 9)
  - d. Direct experience and expertise of “directly involved staff” to conduct limnological assessments and beneficial use support analyses using a full range of chemical, physical and biological data (weight = 6)
4. Bear River Flow and Water Quality Model (22%) (90 points possible)
  - a. Prior experiences of firm in developing flow and water quality modeling. (weight =9)
  - b. Experience and expertise of “directly involved staff” for model development. (weight =9)
5. Prior Experience with DWQ in Water Quality/TMDL Contracts: ( 6%) (25 points possible)

- a. Prior contracting experience with DWQ for TMDL studies resulted in good quality and timely work products with minimal oversight from DWQ. (*Firms with no prior TMDL contract experience with DWQ will score a 5 out of a possible 5 for this category*)

Each proposal will be independently evaluated, scored and ranked relative to the other proposals by each member of an evaluation committee. Points will be assigned each proposal based on their ranking (e.g. if five proposals are submitted the top proposal would receive 5 points by that evaluator, second 4 points, etc.). The winning proposal will be determined by the sum of relative rankings from each evaluator.

**SOI EVALUATION SCORESHEET**

Firm Name: \_\_\_\_\_.

Evaluator: \_\_\_\_\_.

Date: \_\_\_\_\_.

**Rating Points will be assigned as follows:**

0 = No response, no experience, not qualified

1 = Minimal experience, mediocre quality

3 = Moderate experience, good quality

5 = Extensive experience. excellent quality

	<u><b>SCORE</b></u>	<u><b>WEIGHT</b></u>	<u><b>POINTS</b></u>
	(0-5)		
<b>1. QUALITY AND SUITABILITY OF WRITTEN SOI PACKAGE</b> (25 points possible)	_____	x 5	_____
<b>2. Scientific and Technical Content</b> (140 points possible)			
a. Understanding of DWQ goals	_____	x 6	_____
b. Understanding of Scope of Work and TMDL Process	_____	x 7	_____
c. Understanding of watershed(s) and issues	_____	x 8	_____
d. Realistic allocation of hours for each work element	_____	x 7	_____
<b>3. Specific Staff Experience</b> (140 points possible)			
a. Academic qualifications	_____	x 6	_____
b. Suitability of technical backgrounds	_____	x 7	_____
c. Direct experience and expertise in TMDL work	_____	x 9	_____
d. Direct experience in limnological assessments	_____	x 6	_____
<b>5. Modeling Experience and Expertise</b> (90 Points possible)			
a. Prior firm experience in model development	_____	x 9	_____
b. Direct staff experience in model development	_____	x 9	_____
<b>4. Prior Experience with DWQ TMDL Contracts</b> (25 points possible)			
a. Prior experience with DWQ (No prior experience = 5 Poor prior experience = 0, Good prior experience = 5)	_____	x 5	_____
<b>TOTAL EVALUATION POINTS</b> (420 points possible)			_____

## APPENDIX A

### TMDL Guidelines & Format

#### I. Introduction

A description of the waterbody and its associated watershed including maps as needed.

A discussion of impairment with maps with a statement of intent.

A discussion of the prioritization of the waterbody or justification, if the waterbody is not listed as a high priority.

■ *This section could include such things as:*

- . waterbody name/ID number/HUC code/watershed description*
- . the geographic coverage of the TMDL and why this is an appropriate coverage*
- . the priority of the waterbody on the 303(d) list; if the waterbody/pollutant is not a “targeted” TMDL, discuss why it is now considered “targeted” and how the development of this TMDL will not disrupt the schedule for developing the “targeted” TMDLs.*

#### II. Water Quality Standards

A discussion of associated impairment with respect to state water quality standards:

Narrative, Numeric Criteria, Antidegradation, or Beneficial Uses.

A discussion of the parameters of concern on the 303(d) listing.

*TMDLs result in maintaining and attaining water quality standards.*

■ *This section should include description of all standards applicable to the impairment/threat for which the waterbody was listed on the 303(d) list. Further, it should include which components of the state/tribal standards are being implemented through this TMDL, including any numeric, narrative, antidegradation, and use classification components of the standards.*

■ *Describe which uses and pollutants will be addressed through this TMDL; if there are other uses/pollutants of concern described on the 303(d) list that are not being addressed, a statement why they will be addressed at a later time.*

■ *For a particular numeric aquatic life criteria, explain whether the acute and/or chronic standards are being implemented through the TMDL.*



### III. Water Quality Standards Target

A discussion of the quantifiable endpoints and how they relate to the achievement of pertinent water quality standards. Include a clarification of the endpoints related to averaging period associated with the endpoint.

Instantaneous readings for parameters

Dominance or seasonal endpoints (algae, macro-invertebrates)

Average values over a period of time (annual or seasonal loads)

*TMDLs have a quantified target or endpoint.*

■ *This section provides an expression of what water quality standard(s) serve as a target for the TMDL. If the standard being used is not quantified, it should be translated into a site-specific quantifiable target or goal.*

■ *Examples of quantified endpoints related to aquatic life protection:*

. *numeric WQStd = 20 µg/l copper concentration/ 4 day average/ once in 3 years exceedence rate*

. *narrative WQStd = no toxic discharges in toxic amounts as interpreted through whole effluent toxicity tests*

. *antidegradation WQStd = no measurable increase in current concentrations of zinc*

. *use classification = no more than 15% fine sediment diameter < 0.85mm in riffle areas (aquatic life use)*

■ *The TMDL “target” will be the value measured to judge success of the TMDL effort. It is recommended that more than one target be used.*

### IV. Significant Sources

A discussion of all significant sources of pollutant(s).

*TMDLs must consider all significant sources of the stressor.*

■ *This section identifies **all the pollutant sources** that contribute to the impairment or threat being addressed by the TMDL. The description should also discuss the causative factors that result in the impairment or threat (e.g., the sources of nutrients are irrigation return flow, a municipal treatment facility, and natural background; the shallow depth of the receiving stream along with the high temperatures and substrate type result in excessive algal blooms during the summer season; or, increased frequency and intensity of runoff from the watershed results in de-stabilization of the receiving stream)*

■ *The identification of sources must be explicit for those sources that will need to be controlled to achieve the water quality standards; all other sources may be lumped into one term, with just a narrative description of the sources being included in that one term (e.g., the primary source of*

*ammonia is the municipal treatment facility; background sources include nonpoint sources from agricultural activities.'*

- *It is helpful to provide a distribution of the TMDL on a source-by-source basis.*

## **V. Technical Analysis**

A discussion of the appropriate level of technical analysis needed to support the TMDL.

*TMDLs are supported by an appropriate level of technical analysis.*

- *The technical analysis should be detailed enough to explain why the pollution controls being suggested in the TMDL, once implemented, will achieve the TMDL and why the TMDL, once implemented, will achieve the water quality standard target. This “**linkage**” **analysis** between the controls, the TMDL, and the WQStnds target will vary in rigor, depending upon the such things as the data available, the models used, the type of pollutant, and the types of pollutant sources.*
- *TMDLs that address primarily nonpoint sources are often best professional estimates, base on modeling and/or monitoring results within the watershed whereas TMDLs that address primarily point sources have a more detailed analysis an expression of acceptable loads, based on modeling.*

## **VI. Margin of Safety & Seasonality**

A discussion of the mechanism used to address uncertainty associated with the TMDL.

Examples may include:

- Future monitoring, interim endpoints indicative of the effectiveness of implementation, and mechanisms that would drive re-evaluation and refinement of TMDL endpoints.
- Conservative selection of endpoints to assure attainment of water quality standards.

A discussion of the seasonality impacts that may be associated with the TMDL. This discussion may be related to seasonal patterns occurring in the watershed, the monitoring strategy or data analysis, or the seasonality associated with BMP implementation.

*TMDLs must contain a margin of safety and consider seasonality.*

- *Margins of safety can be explicit or implicit. In either case, an explanation should be included that explains why the MOS is reasonable to assure attainment of the water quality target.*
- *Implicit margins of safety include the use of conservative assumptions during the establishment of the 1) water quality standard target, 2) the TMDL, or 3) the water quality controls. Also, post-implementation monitoring related to the effectiveness of the TMDL controls can be used to assure attainment of the targets, using adaptive management during the implementation phase.*
- *The TMDL documentation should include a discussion of how seasonality was considered in development of the target, the TMDL, the allocation scheme, and/or the pollutant controls.*

## **VII. TMDL**

An estimate of the acceptable load or the degree to which the current pollutants (loads) need to be decreased to attain the defined endpoints.

Examples may include:

- 50% decrease in at risk stream banks
- 2,000 Kg/Yr decrease in total dissolved solids loading
- Increase in fish populations to 500 salmonids per mile

*TMDLs include a quantified pollutant reduction target, but this target can be expressed in any appropriate manner.*

- *This section provides the TMDL, itself, either in terms of absolute load (e.g., 400 lbs/day of arsenic) or reduction in load or stressor (e.g., decrease in 3 miles of erodible streams banks).*
- *This value may or may not be measurable, but it should be quantified in a numerical expression. (e.g., an estimate of 60% reduction in long term sediment yield from a watershed is the TMDL, based on predictive modeling methods. This is quantified, but may not be monitored directly in the field.)*
- *The TMDL should be described in terms of applicable averaging period, season, and geographic location, if applicable. Averaging period most often relates back to the averaging period for the water quality standard (e.g., 1 hour, 4 day, 30 day, seasonal, annual)*
- *A description of the critical conditions upon which the TMDL is based (if any) (e.g., is this a TMDL based on critical low flow or high flow?)*

## **VIII. Allocation**

A rationale that addresses all sources and causes that are significant in the attainment of the TMDL endpoints/targets. Include the allocation of loads to those significant sources, a description of what controls will be applied, who will be responsible for applying them, and where and when they will be applied.

*TMDLs apportion responsibility for taking actions.*

- *The allocation of the TMDL is done on a source-by-source basis, with the “source” being defined in any number of ways as mentioned in the next bullet. The allocation can be expressed in terms such as absolute loading, a fraction of the % reduction, or a description of the how the various pollutant*

*controls will be spatially allocated throughout the watershed (e.g., a map showing what controls will be applied within the watershed.) Again, not all sources have to have an individual allocation; only those sources that need to be controlled need an individual allocation; all other sources can be “lumped” into one allocation term.*

■ *Allocations can be done on a basis that fits the particular pollutant/watershed. Examples include allocations done by: individual discharger, tributary/sub-watershed area, source category, land use category, land parcel.*

## **IX. Public Participation**

Describe the stakeholder involvement and provide a widespread opportunity for review either by public notices, public meetings or posting of draft TMDL’s on DEQ’s website.

*TMDLs involve some level of public involvement or review.*

■ *It is recommended that a the notification of the proposed TMDL be widely disseminated (e.g., newspapers, internet, etc.)*

■ *Notifications or solicitations for comments regarding the TMDL should clearly identify the product as a TMDL and the fact that it will be submitted to EPA for review.*

■ *When the TMDL is submitted to EPA for review, a copy of the comments received by the state should be also submitted to EPA.*

■ *The public should be given the opportunity to be involved from the very beginning of the TMDL process.*

## **APPENDIX B**

### **PIP Guidelines/Format**

#### **TMDL Implementation Plan Outline**

- I. Executive Overview - Two to three page description of Implementation Plan summarizing BMP's and BAT that will be needed to achieve the endpoints of the TMDL. This should include estimates of costs and timeframes associated with each measure along with the net reductions in constituents of concern that will be achieved by implementing the measures proposed. Tables and bullet format should be used for this section.
- II. Detailed List of BMP and/or BAT Alternatives – Description of each BMP/BAT evaluated for this TMDL Implementation including the effectiveness and associated costs. This section should include complete literature citations to support analysis, costs, and effectiveness for each BMP and BAT considered.
- III. BMP and BAT Recommendation – Recommendation for the optimal combination of specific BMP's and BAT alternatives that are best suited for this TMDL Implementation. This section should include detailed support and analysis for the recommendation including considerations for cost, effectiveness, and local community acceptance.

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

2. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
3. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
4. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
5. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
9. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in

violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)